

**PROJECT ADDENDUM No. 1
TO
MASTER AGREEMENT FOR ARCHITECTURAL SERVICES**

This Project Addendum to Agreement for Architectural Services (“**Addendum**”) is made as of 17 March, 2020, and forms a part of the Agreement for Architectural Services between **San Mateo-Foster City School District**, a California public school district (“**District**”) and HED Architects (“**Architect**”) (collectively “**Parties**”) dated on or about 17 March, 2020 (“**Agreement**”). This Addendum incorporates Services to be performed by Architect for the following project(s) (“**Project**”):

Bowditch Middle School Modernization, located at 1450 Tarpon Avenue, Foster City, CA 94404, as further described in the Project Scope attached hereto as Exhibit “A”.

The scope of work may include, but is not limited to the following, plus the following assumptions:
General modernization and new facilities per prior master plan and pending updates .

This Addendum modifies the Agreement. By signing where indicated below, each party acknowledges and accepts the modifications as indicated in this Addendum. All other terms and conditions of the Agreement shall remain in full force and effect.

Article 3. Architect Staff

- 3.1. The Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.
- 3.2. The Architect agrees that the following key people in Architect’s firm shall be associated with the Project in the following capacities:

Principal in Charge:	Wallace B. Gordon, AIA
Principal:	Wallace B. Gordon, AIA
Project Director:	Scott Berge, RA
Project Architect:	Scott Berge, RA

- 3.2.1. The Architect agrees to contract for or employ at Architect’s expense, the following Consultant(s) to be associated with the Project in the following capacities:

Electrical:	AEC, Inc.
Mechanical:	H&M Mechanical Group
Structural:	HED
Civil:	Warren Consulting
Landscape:	Gates & Associates
Food Service:	N /A
Acoustics (Optional):	N/A
Estimating:	Silva Consulting
Other:	TBD

- 3.3. All proposed Consultants are subject to review and acceptance by the District prior to commencing work on the project. The District reserves the right to replace any consultant in the best interest of the Project.
- 3.4. The Architect shall not change any of the key personnel or Consultants listed above without prior written approval by District, unless said personnel cease to be employed by Architect. In either case, District shall be allowed to interview and approve replacement personnel.

- 3.5. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice the Architect shall have five (5) days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions previously stated in this paragraph.
- 3.6. Architect represents that the Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.
- 3.7. Architect shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

Article 4. Schedule of Services

- 4.1. The Architect shall commence Services under this Agreement upon receipt of a Notice to Proceed and shall perform the Services diligently as described in **Exhibit "A,"** so as to proceed with and complete the Services in compliance with the schedule in **Exhibit "C."** Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's and/or its consultant(s)' reasonable control.

Article 6. Fee and Method of Payment

- 6.1. District shall pay Architect for all Services contracted for under this Agreement, and subject to the terms of this Agreement, an amount equal to the following ("Fee"):
- 6.2. The fee is to be based on a percentage of construction as listed on the fee curve percentages of the former Lease-Purchase Program as follows:

ARCHITECT'S FEE SCHEDULE (NEW CONSTRUCTION)

1. Nine percent (9%) of the first Five Hundred Thousand Dollars (\$500,000) of computed cost.
2. Eight and one-half percent (8-1/2%) of the next Five Hundred Thousand Dollars (\$500,000) of computed cost.
3. Eight percent (8%) of the next One Million Dollars (\$1,000,000) of computed cost.
4. Seven percent (7%) of the next Four Million Dollars (\$4,000,000) computed cost.
5. Six percent (6%) of the next Four Million Dollars (\$4,000,000) of computed cost.
6. Five percent (5%) of computed cost in excess of Ten Million Dollars (\$10,000,000).

Computed Cost:

The total award from the initial construction contract(s), plus the cost of all approved additive contract change orders with the exception of items resulting from errors and omissions on the part of the architect unless such Change Order results in value added to the project to the extent that such item or component would have been otherwise valued at bid time. In addition, the computed cost will include General Conditions and related Construction Management fees for CM/Multiple Prime Contracts.

For those projects or portions of projects that are designed assuming a single bid package that are subsequently let using separate bid packages, the computed Architect's fee shall be based utilizing the above referenced sliding scale for each separate bid package.

**ARCHITECT'S FEE SCHEDULE
(MODERNIZATION/RECONSTRUCTION)**

1. Twelve percent (12%) of the first Five Hundred Thousand Dollars (\$500,000) of computed cost.
2. Eleven and one-half percent (11 1/2%) of the next Five Hundred Thousand Dollars (\$500,000) of computed cost.
3. Eleven percent (11%) of the next One Million Dollars (\$1,000,000) of computed cost.
4. Ten percent (10%) of the next Four Million Dollars (\$4,000,000) of computed cost.
5. Nine percent (9%) of the next Four Million Dollars (\$4,000,000) of computed cost.
6. Eight percent (8%) of computed cost in excess of Ten Million Dollars (\$10,000,000).

Computed Cost:

The total award from the initial construction contract(s), plus the cost of all approved additive contract change orders with the exception of items resulting from errors and omissions on the part of the architect unless such Change Order results in value added to the project to the extent that such item or component would have been otherwise valued at bid time. In addition, the computed cost will include General Conditions and related Construction Management fees for CM/Multiple Prime Contracts.

For those projects or portions of projects that are designed assuming a single bid package that are subsequently let using separate bid packages, the computed Architect's fee shall be based utilizing the above referenced sliding scale for each separate bid package.

Bid Day Construction Cost Budget: **\$13,300,000.**

30% of 13,300,000 = approx. \$4,000,000 Modernization projection

70% of \$13,300,000 = approx. \$9,300,000 New Construction projection

Modernization Fee based upon \$4,000,000	\$427,500.
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New Construction Fee based upon \$9,300,000	\$627,500.
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Total Fee Projection: \$1,055,000.

- 6.3. District shall pay Architect the Fee pursuant to the provisions of **Exhibit “D.”**
- 6.4. Architect shall bill its work under this Agreement in accordance with **Exhibit “D.”** and the following modification;

PERCENTAGE OF TOTAL FEE PER PHASE		
Phase		Phase Amount
Schematic Design Phase		12%
Design Development Phase		15%
Construction Documents Phase		35%
DSA Stamped Approval		5%
Bidding Phase		3%
Construction Administration Phase		25%
Closeout Phase		5%
Generate Punch List	1%	
Sign Off On Punch List	1%	
Receive and Review All O&M Documents	1%	
Filing All DSA Required Closeout Documents	1%	
Receiving DSA Closeout, including DSA approval of the final As-Built set of drawings	1%	

- 6.5. The Architect’s fees are subject to the final scope of work and project budget that is not determined as of the date of this agreement. The Architect’s fee allocations are subject to the yet to be determined final scope of work and project budget.
- 6.6. The Architect’s Fee set forth in this Agreement shall be full compensation for all of Architect’s Services incurred in the performance hereof as indicated in **Exhibit “D.”**
- 6.7. Regardless of the structure of Architect’s Fee, the Architect’s Fee will be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement. District shall pay for Services authorized and performed prior to the notice to Architect of a reduction as indicated here.

Exhibit "A," Section I (MEETINGS / SITE VISITS / WORKSHOP)

Add the following to indicate the number of meetings for each Phase indicated in the following sections:

- 9.3. Meetings During Project Initiation Phase (one (1) meeting (s))
- 9.4. Initial Site Visits (one (1) meeting (s))
- 9.5. Meetings During Architectural Program (one (1) meeting (s))
- 9.6. Meetings During Schematic Design Phase (three (3) meeting (s))
- 9.7. Meetings During Design Development Phase (two (2) meeting (s))
- 9.7.2. Value Engineering Workshop two (2) meeting (s))
- 9.8. Meetings During Construction Documents Phase (two (2) meeting (s))
- 9.9. Meetings During Bidding Phase (two (2) meeting (s))

Exhibit "B," Section K (CRITERIA AND BILLING FOR EXTRA SERVICES)

Replace **Section 10** with the following:

The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Work and shall not be changed for the term of the Agreement, unless agreed to in writing by the Parties and approved by the District's Board.

Position	Rate
Principal-in-charge	270
Design / Technical Leader	260
Project Manager / Senior Project Architect	235
Structural Engineer	250
Specification Writer	230
Project Architect	200
Interior Designer	165
Job Captain / Project Coordinator	135
Design and Technology Support	115
Administrator	105

Exhibit "C" (SCHEDULE OF WORK)

Add the following to indicate the schedule for Architect's performance of the Project:
PENDING start up meeting.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the date(s) indicated below.

Dated: _____, 2020

San Mateo-Foster City School District

Signature: _____

Print Name: Patrick Gaffney

Print Title: Chief Business Official

Dated: 17 March, 2020

HED Architects

Signature:  _____

Print Name: Wallace B. Gordon, AIA (C-12984)

Print Title: Principal